



GOVERNMENT OF THE DISTRICT OF COLUMBIA



REQUEST FOR INFORMATION

HUMAN CARE AGREEMENT

Page of Pages

1

76

1. Human Care Agreement Number DCJM-2015-I-0003		2. Date of Award See Block 13C		3. Date Solicitation (RFI) Issued August 14, 2014		
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW, 4th Floor Washington, DC 20005-2720 202-730-1717 Fax: 202-730-1514		5. Administered by: Department on Disability Services Developmental Disabilities Administration 1125 – 15 th Street, NW, 8th Floor Washington, DC 20005-2726 Telephone: 202-730-1700 Fax: 202-730-1808				
6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)						
Telephone: Fax: E-Mail:						
7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable 64 New York Ave. NE. 6th FL Washington, DC 20002-3359			8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6			
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST						
LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001		Request for Information relating to Setting of Vocational Services Rates and Structure for Milestone Payments	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION TO BE CITED ON EACH TASK ORDER						
11. TERM OF HUMAN CARE AGREEMENT						
Starting Date: <u>See Block 13 C</u>			Ending Date: <u>To be determined upon award, but not to exceed one (1) year</u>			
HUMAN CARE AGREEMENT SIGNATURES						
Pursuant to the authority provided in D.C. Official Code § 2-354.06, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007; and (c) any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.						
12. FOR THE PROVIDER/ CONTRACTOR			13. FOR THE DISTRICT OF COLUMBIA			
A. Name and Title of Signer (Type or print)			A. Name of Contracting Officer (Type or print)			
B. Authorized Signature of the PROVIDER/CONTRACTOR:		C. DATE	B. Authorized Signature of the PROVIDER/CONTRACTOR:		C. DATE	
					(Base Year)	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The Government of the District of Columbia, Department on Disability Services (DDS), Rehabilitation Services Administration (DCRSA) (**District**) is seeking a Provider(s) to provide District Consumers/applicants with one or more of the following services noted below:
- B.1.1** Vocational Assessment
- B.1.1.1** Trial Work Experience
- B.1.1.2** Extended Evaluation
- B.1.2** Benefits Planning Consultation
- B.1.3** Work Adjustment Training
- B.1.4** Customized Employment-Discovery Assessment, Exploration/Job Development, Job Placement/Retention, Job Coaching
- B.1.5** Job Placement- Intake and Assessment, Job Development, Job Placement/Job Retention, and Job Coaching
- B.1.6** Supported Employment- Intake and Assessment, Job Development including Customized Employment Services, Job Placement, Job Stabilization, and Job Coaching
- B.1.7** Evidence Based Supported Employment- Evidence Based Supported Employment- Job Development/ Job Placement and Job Stabilization/Coaching. All prospective Providers who have the desire to apply for Evidence Based Supported Employment Human Care Agreement (HCA) are required to first become District of Columbia Department of Behavioral Health (DC DBH) Providers and meet the requirements for the DCRSA Supported Employment services.
- B.2** **PRICE SCHEDULE:**
- B.2.1** The Human Care Agreement (HCA) is based on fixed prices or/and rates. The Provider shall provide services in accordance with Section C as specified herein and the prices or rates below:

BASE YEAR FOR CUSTOMIZED EMPLOYMENT

VOCATIONAL ASSESSMENT

CLIN	SERVICE DESCRIPTION	UNIT	RATE
0001	Trial Work Experience	Each	\$2,100.00
0002	Extended Evaluation	Each	\$2,100.00

BENEFITS PLANNING CONSULTATION

CLIN	SERVICE DESCRIPTION	UNIT	RATE
------	---------------------	------	------

8/14/2014

0003	Benefit Analysis and Plan	Each	\$1,000.00
0004	Benefit Employment Management Report(monthly)	Each	\$250.00
0005	Student Earned Income Exclusion Submission and Approval (Work Incentive) Up to Age 22	Each	\$300.00
0006	Blind Work Expense Under BERM— Submission and Approval (Work Incentive)	Each	TBD
0007	Impairment Related Work Expense Under BERM-Submission and Approval(Work Incentive)	Each	\$300.00
0008	Plan For Achieving Self Support (PASS) - Submission (Work Incentive)	Each	\$300.00
0009	Plan For Achieving Self Support (PASS)- Approval (Work Incentive)	Each	\$200.00
0010	Expedited Reinstatement- Development and Submission	Each	TBD
0011	BSA for Life Changing Events	Each	\$350.00

JOB READINESS TRAINING (FORMERLY WORK ADJUSTMENT)

CLIN	SERVICE DESCRIPTION	UNIT	RATE
0012	Job Readiness Training (former Work Adjustment)	Each Day (6 Hours)	\$55.00

JOB PLACEMENT SERVICES

CLIN	PAYMENT MILESTONE	DELIVERABLE	RATE	PERCENTAGE OF TOTAL RATE
0013	Intake	Written Job Search Report	\$400	10%
0014	Job Development (30 Days after Intake)	Progress report reflecting no less than bi-weekly contact with the Consumer	\$400	10%
0015	Initial Job Placement	Placement Report	\$800	20%
0016	45-Days after Job Placement	Placement Progress Report	\$1,000	25%
0017	Successful VR Case Closure (Typically 90 Days after Job Placement)	Case Closure Report	\$1,400	35%
0018	Total:		\$4,000.00	100%

INCENTIVES AND ADDITIONAL SERVICES

CLIN	INCENTIVE DESCRIPTION	UNIT	RATE
0019	Incentive #1: Consumer Employed at or Above DC Living Wage	At case, closure, if Consumer's Wage is at or Above DC Living Wage, Incentive Can Be Distributed	\$250.00
0020	Extended Services (if authorized by VRC)	Job Coaching Progress Report	\$55.00 per hour

SUPPORTED EMPLOYMENT/EVIDENCE BASED SUPPORTED EMPLOYMENT

CLIN	PAYMENT MILESTONE	DELIVERABLE	RATE	PERCENTAGE OF TOTAL RATE
0021	Intake and Assessment	Intake Summary and Assessment Report (ISAR)	\$650	12%
		Person-Centered Employment Plan (PCEP) – if case is accepted		
		Letter of Commitment – if Provider will also be the same extended service provider		
0022	Job Development / Placement	Job Development Notes Monthly until Placement	\$1,250	22%
		Attachments to Job Development Notes: Job Search Service Log, Job Development Contacts		
		Supported Employment Initial Placement Form		

8/14/2014

0023	Job Coaching	Job Coaching Progress Report - Day 30	\$1,750	31%
		Job Coaching Progress Report - Day 60		
		Job Coaching Report (subsequent months) until Stabilization has been determined		
0024	Stabilization	Job Stabilization and Retention Progress Report	\$2,000	35%
		Plan of Extended services and Support Report (if there is no paid extended service provider and natural supports will provide long-term supports)		
		After 30 days of stabilization, the individual is transitioned to Extended Services which may or may not be the same provider or unpaid natural supports		
0025	Total:		\$5,650	100%

CLIN	INCENTIVE DESCRIPTION	UNIT	RATE
0026	Incentive #1: Consumer Employed at or Above DC Living Wage	At case, closure, if Consumer's Wage is at or Above DC Living Wage, Incentive Can Be Distributed	\$250.00

8/14/2014

0027	Customized Employment Job Coaching	Job Coaching Progress Reports	\$55.00 per hour
------	------------------------------------	-------------------------------	------------------

EVIDENCE BASED SUPPORTED EMPLOYMENT

	Payment Milestone	Rate
0028	Job Development / Placement	\$2,437.50
0029	Job Coaching	\$2,437.50
	Total:	\$4,875.00

EXPLORATION PLANNING AND CUSTOMIZED EMPLOYMENT

	Payment Milestone	Deliverable	Rate
0030	Discovery Assessment	Positive Personal Profile Report	\$850.00
0031	Exploration /Job Development / Job Placement	Exploration Job Development Notes Monthly after first 30 days with required attachments, such as Job Search Service Log, Job Development Contacts. Note: Monthly Job Development Notes and attachments required thereafter.	\$1,250.00
		Customized Employment Initial Placement Form	
0032	Job Coaching	Job Coaching Progress Report - Day 30	\$2,000.00
		Job Coaching Progress Report - Day 60	
		Job Coaching Progress Report – Day 90 Note: Additional Monthly Job Coaching Progress Reports are required until Stabilization has been	

		determined	
0033	Job Stabilization	Job Stabilization and Retention Progress Report at 30 Days	\$2,000.00
		Plan of Extended services and Support Report (if there is no paid extended service provider and natural supports will provide long-term supports)	
		Final Documentation of Case Closure submitted to DDS/RSA.	
	Total:		\$6,100

- B.2.2** The Provider shall bill at the rate negotiated including their DBH contract. DCRSA will fund Job Placement Assistance (formerly job development/placement) and On-the-Job Supports (formerly job coach) services included in the DBH contract.

Cost Reimbursement for Employment Related Expenses

0026	Cost Reimbursement to cover clothing/footwear; employment related supplies, certifications required for employment, employment background checks and transportation expenses	Not to exceed \$____ The agreement per the VRC and Provider
------	--	--

- B.2.3** If billing exceeds 80% of the specified amount, Consumer progress will be evaluated to determine if significant progress is being made toward the goal.
- B.2.4** Consumer progress will be evaluated on a monthly basis.
- B.2.5** Monthly progress reports are required before payment can be processed.
- B.2.6** A determination of fair and reasonable price will be based on approved DC Medicaid Waiver rates for providing comparable services in the District. Rates charged to the District shall not exceed the Provider's rates charged to the Provider's most preferable customers.
- B.2.7** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by the law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

B.3 COMPLIANCE WITH SERVICE RATES

- B.3.1** All human care services shall be provided, and the District shall only pay, in accordance with the service fees shown in Section B, Human Care Services and Service Fees upon acceptance of deliverable as required. If any overpayment occurs, the Provider shall repay the District in the full amount of the overpayment. The Provider shall be bound by its budget submitted as a part of the Human Care Agreement and approved by the District as a Provider's best and final offer.

B.4 TAX COMPLIANCE CERTIFICATION

- B.4.1** In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of this Agreement.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1** District of Columbia Department of Disability Services/Rehabilitation Services Administration (DC DDS/RSA) goal is to provide vocational rehabilitation services to Consumers with mental and physical disabilities to obtain and maintain economic self-sufficiency and independence that results in gainful employment. DCRSA is seeking Provider that shall provide DCRSA Consumers with the following service to meet this goal as noted below.
- C.1.2** Vocational Assessment
- C.1.2.1** Trial Work Experience
- C.1.2.2** Extended Evaluation
- C.1.3** Benefits Planning and Consultation
- C.1.4** Work Adjustment Training
- C.1.5** Customized Employment
- C.1.6** Job Placement- Intake and Assessment, Job Development, Job Placement and Job Coaching
- C.1.7** Supported Employment – Intake and Assessment, Job Development, Job Placement, Job Coaching and Job Stabilization
- C.1.8** Evidence Based Supported Employment- Intake and Assessment, Job Development, Job Placement, Job Stabilization and Job Coaching. All prospective Providers who have the desire to apply for Evidence Based Supported Employment Human Care Agreement (HCA) are required to first become District of Columbia Department of Behavioral Health (DC DBH) Providers and meet the requirements for the DCRSA Supported Employment services.
- C.1.9** Subject to the availability of funds, the District may purchase and the Provider shall provide the HCA services in the manner specified in subsections C.1.1

C.2 APPLICABLE DOCUMENTS

- C.2.1** The following documents are applicable to this procurement and are hereby incorporated by this reference:
- C.2.2** As a condition of the District's determination of eligibility to perform under this Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental

8/14/2014

laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

Item No.	Document Type	Title	Date	Document Location
1.	Rehabilitation Act, Title I	P.L. 93-112	1973	http://www2.ed.gov/policy/special/reg/narrative.html
2.	Americans with Disabilities Act as Amended	P.L.101-336	1990	http://www.ada.gov/
3.	Rehabilitation Act Amendments of 1992	P.L.102-569	1992	http://www2.ed.gov/policy/special/reg/narrative.html
4.	Workforce Investment Act	P.L.105-220	1998	http://www.doleta.gov/usworkforce/wia/act.cfm
5.	Ticket To Work and Work Incentives Improvement Act	P.L.106-170	1999	http://www.ssa.gov/legislation/legislation_bulletin_1_20399.html
6.	Department of Mental Health Establishment Act	D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)	2001	http://dcco.de.org/simple/sections/7-1131.03.html
7.	Mayor's DC Language Access Act		2004	http://www.ohr.washingtondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953,%7C.asp
8.	Registry of Interpreters for the Deaf Certification	Code of Professional Conduct	2005	http://www.rid.org/
9.	DCMR 27	CDCR 27-100 to 4299	2007	http://www.dcregs.dc.gov/Search/DCMRSearch

				chByChapter.aspx?SearchType=D&CMRChapterNum&KeyValue=27
10.	Requirement for Background Check to work with minor or vulnerable population	42 U.S. Code § 13041 45 CFR Parts 2510, 2522, 2540, 2551, and 2552 D.C. Code § 4-1501.06	2011	http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
11.	34 Code of Federal Regulations	34 CFR 300-399		http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
12.	Policy Directive RSA-PD-13-04		2013	http://www2.ed.gov/about/offices/list/osers/rsa/index.html

C.2.3 The Provider shall inform DDS immediately of inability to maintain acceptable compliance with applicable laws.

C.3 DEFINITIONS

C.3.1 These terms when used in this HCA have the following meanings:

C.3.2 Applicant: An individual who submits an application for vocational rehabilitation services.

C.3.3 Assistive Technology/Device: Any item, piece of equipment, or product system whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities.

C.3.4 Assessment for determining eligibility and vocational rehabilitation needs: A review of existing data to determine if an individual is eligible for vocational rehabilitation services; and to assign priority for an order of selection described in §361.56 in the States that use an order of selection; and to the extent necessary, the provision of appropriate assessment activities to obtain necessary additional data to make the eligibility determination and assignment; to the extent additional data are necessary to make a determination of the employment outcome and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment of an eligible individual, a comprehensive assessment to determine the unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, including the need for supported employment, of the eligible individual. Information that can be

provided by the individual and, if appropriate, by the family of the individual. May include, to the degree needed, an appraisal of the patterns of work behavior of the individual and services needed for the individual to acquire occupational skills and to develop work attitude, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the individual to perform adequately in a work environment (As cited in 34 CFR §361.5 (6)(i)(1)(2)(B)(ii)(2)(C)). (*See also Trial Work Experience and Extended Evaluation*).

- C.3.5 Authorization:** A written authorization, to a service provider who has been awarded a Human Care Agreement (HCA), to provide the services authorized in the agreement and described in the authorization directly to a Consumer identified in writing.
- C.3.6 Benefits Planning and Consultation:** Assistance provided to an individual Consumers who is interested in becoming employed but is uncertain about the impact of work income on any disability benefits and entitlements being received and/or may not be aware of benefits, such as access to healthcare, that might be available to support any work attempt. This typically involves an analysis of an individual's current benefits, such as SSI and SSDI, the individual's financial situation, and what effect different income level from work will have on the individual's future financial situation. This assistance is intended to give the individual an opportunity to make an informed choice regarding the pursuit of employment. Ongoing assistance may also be provided as the individual decides upon employment goals, searches for jobs, and obtains employment (As cited in C.2.1; Policy Directive RSA-PD-13-04 Date: July 9, 2013).
- C.3.7 CONTRACT ADMINISTRATOR (CA):** Following the award of a contract, the person or person(s) responsible for the management actions that must be taken to assure full compliance with all of the terms and conditions contained within the contract document, including price. Action steps that assure that the CA are in full compliance with the entire contract. Contract Administration activities include payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.
- C.3.8 Case Management:** The administration of activities aimed at linking community resources to a Consumer, through the assessment of individual needs, development and periodic evaluation of individualized plan and coordination of the various system components in order to achieve a successful outcome.
- C.3.9 Competitive Employment:** Unsubsidized employment of individuals with disabilities where the pay is commensurate with that of persons without disabilities working in the same setting and where the majority of persons working in that setting are individuals without disabilities. Non-competitive federal appointments as defined in the Code of Federal Regulations, Section 5-213.3102, Schedule A, (t) for hiring persons with intellectual disabilities, Schedule A, (u) for hiring individuals with significant physical disabilities and Schedule A, (gg) for hiring persons with psychiatric disabilities are considered to be competitive placement for the purpose of this solicitation. This excludes NISH (formerly known as the National Industries for the Severely Handicapped) contracts received under the Javitts-Wagner O' Day Act.
- C.3.10 Competitive Placement:** Placement in the competitive labor market in an integrated setting. The Consumer is compensated at or above the minimum wage ruled in Washington DC, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who do not have a disability.

- C.3.11 Consumer:** Consumer who is known to DCRSA and meets the eligibility requirements of this agency.
- C.3.13 Consumer Record / Case Record:** A compilation of data that is developed in a logical, coherent, and readily understandable fashion that is consistent with the agency's format that provides the basis for planning and evaluating the Consumer's current status, their progress towards employment rehabilitation, and the nature of all services provided or secured for the Consumer.
- C.3.14 Customized Employment:** Services that involve a blend of flexible strategies that result in the provision of individually negotiated and designed services, supports, and job opportunities for an individual with a disability(ies) and that lead to an employment outcome of customized employment, including self-employment. A key factor in deciding if a service is a customized employment service is the presence of employer negotiation, including customizing a job description based on current unidentified and unmet needs of the employer and the needs of the employee; developing a set of job duties or tasks; developing a work schedule (including determining hours worked); determining a job location; developing a job arrangement (such as job carving, job sharing, or a split schedule); or determining specifics of supervision (As cited in Policy Directive RSA-PD-13-04, ¶ C.2.1, Date: July 9, 2013).
- C.3.15 DBH:** The Department of Behavioral Health
- C.3.16 DC DDS/RSA:** District of Columbia Department of Disability Services/Rehabilitation Services Administration
- C.3.17 Developmental Disability:** A severe chronic disability(ies), but not limited to attributable to a mental or physical impairment or combination of mental and physical impairments, manifested before the Consumer attains the age of twenty-two, likely to continue indefinitely, resulted in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency, and the Consumer's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are lifelong or of extended duration and are individually planned and coordinated.
- C.3.18 Discovery Assessment:** As part of Customized Employment, Discovery is a type of assessment that is holistic, focusing on a person's interests, talents, skills and knowledge, learning styles, positive personality traits, temperaments in different settings, experiences, support systems, needs and specific challenges, accommodation requirements for different settings and activities, dislikes, and so on. A Discovery assessment does not use formal vocational evaluation or career assessment tools. Rather, a discovery assessment records a job seeker's interests and skill sets using a person-centered approach that includes talking to the person and people who know them, direct observation of people in the community and in their home and/or information from others who interact with and observe them in a variety of settings, and having targeted conversations to gather information about a job seeker in the areas designated in a Discovery profile. The Discovery process results in the development of a Positive Personal Profile that records and synthesizes information about the job seeker that is relevant to their job search, job development, and employer engagement for customized employment. Forms and formats are available for developing the Positive Personal Profile, which can be used and/or adapted. The information in

the Positive Personal Profile, as if true for information from other types of assessment, is used to guide the job development activities using customized employment strategies.

- C.3.19 Eligibility Requirement:** Presence of a significant disability(ies), which result in a substantial impediment to employment; however, there must be a reasonable expectation of employability if supported employment services are to be provided.
- C.3.20 Employer Negotiations:** The Provider shall negotiate job duties and employee expectations to align the skills and interest of a job seeker to the needs of an Employer .This negotiation results in a job description that outlines a customized relationship between employer and employee. Provider shall engage in negotiating a new job description, job creation and job sharing.
- C.3.21 Employment Outcome:** With respect to an Consumer, entering or retaining full-time or, if appropriate, part-time competitive employment, as defined in §361.5(b)(11), in the integrated labor market, supported employment, or any other type of employment in an integrated setting, including self-employment, telecommuting, or business ownership, that is consistent with an individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice (As Cited in 34 CFR §361.5 (b)(16)).
- C.3.22 Employment Specialist:** Employment staff who work for a job placement/job stabilization program consisting of Supported Employment and Evidence Based Supported Employment services.
- C.3.23 Evidence Based Supported Employment:** Designed for an adult consumers with a serious mental illness (SMI) or a primary diagnosis on Axis II of a Personality Disorder, for whom competitive employment has not traditionally occurred, or for whom competitive employment has been interrupted or intermittent as a result of either. Evidence Based Supported Employment involves community-based employment in integrated work settings that is consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice of the consumer (As cited in Department of Behavioral Health Policy No. 508.1A (4)).
- C.3.24 Exploration, Planning Process:** The Provider shall engage with the Consumer to explore their unique needs, abilities, interests as well as their complexities to help determine a successful and gainful employment. The job seeker selects friends, family and colleagues to participate during job exploration to share some perspective on potential connection for employment. At the end of the exploration phase, the job seeker makes decision about their employment goals and potential Employers to approach. All the information gathered from the exploration process is the foundation for Customized Employment Planning. Providers shall use other tools such as profiles and portfolios to capture, organize, and represent the information that is collected during exploration and planning.
- C.3.25 Extended Evaluation:** Under limited circumstances if an individual cannot take advantage of trial work experience or if options for trial work experience have been exhausted before the State unit is able to make the determinations described in paragraph (e)(2)(iii) of this section, the designated State unit must conduct an extended evaluation to make these determinations (As cited in 34 CFR §361.42(f)(1)).
- C.3.26 Extended Services:** Ongoing support services and other appropriate services that are needed to support and maintain an individual with a most significant disability in supported employment and that are provided by a State agency, a private nonprofit organization, employer or any other

appropriate resource, from funds other than funds received under this part and 34 CFR part 363 after an individual with a most significant disability has made the transition from support provided by the designated State unit (As cited in 34 CFR §361.5 (20)).

- C.3.27 Follow-Along Service:** Supported services provided to individuals who have been placed in competitive employment, using a supported employment job coach model or a transitional employment model of placement and have stabilized to the point where job support is no longer needed at the job site on a frequent basis. It includes a minimum of two face-to-face contacts with the individual each month and at least one contact each month with the employer.
- C.3.28 Follow-up:** On-going supportive services needed to help the individual maintain employment outside the facility.
- C.3.29 Human Care Agreement:** The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying Provider for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.
- C.3.30 Individualized Plan for Employment (IPE):** A Plan developed with the Consumer by the assigned Vocational Rehabilitation Counselor. It includes a vocational goal and listing services required for achieving his/her vocational goal.
- C.3.31 Individual with a disability:** An individual who has physical, mental or emotional impairment(s)/functional limitation(s), diagnosed by a licensed professional that affect negatively one's ability to prepare for, secure, regain or retain employment with or without reasonable accommodations.
- C.3.32 Individual Work Plan (IWP) or Person-Centered Employment Plan:** A written program of action developed and reviewed by the Human Care Agreement Provider at regular intervals with the participation of the individual and all members of the Interagency Committee concerned. It specifies objectives and goals and identifies a continuum of services to achieve those objectives and goals.
- C.3.33 Intake and Assessment –** Interview and use environmental assessments and consideration of reasonable accommodations along with development of vocational profile conducted in partnership with Consumers. Core components of assessments shall include Consumer's vocational goal from the DCRSA Individualized Plan for Employment (IPE), interests, preferences, desired income, and abilities, along with employment/academic history.
- C.3.34 Integrated Setting/Employment:** Employment in a setting where the majority of the employees do not have disabilities.
- C.3.35 Job Coaching:** A person who provides on-the-job training in work skills, appropriate work related attitudes and behaviors, placement and follow-along assistance.
- C.3.36 Job Development (Job Search Assistance):** Job search activities to support and assist an individual in searching for an appropriate job, may include help in resume preparation,

identifying appropriate job opportunities, developing interview skills, and making contacts with companies on behalf of the consumer (As cited in Policy Directive RSA-PD-13-04, ¶ C.2.1, Date: July 9, 2013).

- C.3.37 Job Placement Services:** Placement in competitive employment for a minimum of ninety (90) days in the vocation consistent with the individual's strengths, abilities, resources, priorities, concerns, capabilities, interests, and informed choice. A key element of this service is that the Consumer becomes employed as a result of the job referral. Placement also entails preparing and assisting the Consumer in obtaining appropriate employment by locating a job opening, assessing job requirements, matching job requirements to individual capabilities, assisting the Consumer in obtaining the job and providing sufficient follow-up services to both the Consumer and employer. (As cited in Policy Directive RSA-PD-13-04, ¶ C.2.1, Date: July 9, 2013).
- C.3.38 Job Stabilization:** Consumers have been effectively and efficiently retained and secured their employment without posing a risk of losing the job. (As cited in Policy Directive RSA-PD-13-04, ¶ C.2.1, Date: July 9, 2013).
- C.3.39 Natural Support (On-going Support Service):** (i) Needed to support and maintain an individual with the most severe disabilities in supported employment; (ii) based on a determination by the grantee of the individual's needs as specified in a program of services; and (iii) furnished by the grantee from the time of job placement until transition to extended services, except as provided in 34 CFR 363.4(c)(3) and, following transition, by one or more extended services providers throughout the individual's term of employment in a particular job placement or multiple placements if those placements are being provided under a program of transitional employment. On-going support services must include, at a minimum, twice-monthly monitoring at the work site of each individual in supported employment to assess employment stability, unless under special circumstances, especially at the request of the individual, the individual's program of services provides for off-site monitoring, and, based upon that assessment, the coordination or provision of specific services, at or away from the work site, that are needed to maintain employment stability. If off-site monitoring is determined to be appropriate, it must, at a minimum, consist of two meetings with the individual and one contact with the employer each month. On-going support services consist of (A) any particularized assessment needed to supplement the comprehensive assessment of rehabilitation needs; (B) the provision of skilled job trainers who accompany the individual for intensive job skill training at the work site; (C) job development and placement; (D) Social Skills training; (E) Regular observation or supervision of the individual; (F) follow-up services such as regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; (G) Facilitation of natural supports at the worksite; (H) Any other service identified in the scope of rehabilitation services described in 34 CFR part 361; and (I) Any service similar to the foregoing services (As cited in 34 CFR §363.6 (2)(i)(ii)(iii)(A)(B)(C)(D)(E)(F)(G)(H)(I)).
- C.3.40 Person with a Significant Disability (Category II):** Individuals who have a severe physical or mental impairment which seriously limits one or more functional capacities such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills in terms of an employment outcome; and whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time; and who have one or more physical or mental disabilities resulting from amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia,

hemophilia, respiratory or pulmonary dysfunction, intellectual disability, mental illness, Multiple sclerosis, muscular dystrophy, muscular-skeletal disorders, neurological disorders (including stroke and epilepsy), spinal cord conditions (including paraplegia and quadriplegia), sickle cell anemia, specific learning disability, end-stage renal disease, or another disability or combination of disabilities determined on the basis of an assessment for determining eligibility and vocational rehabilitation needs to cause comparable substantial functional limitation.

- C.3.41 Person with a Most Significant Disability (Category I):** Individuals who have a significant disability and who, should the DCRS State Plan implement Order of Selection procedures pursuant to 34 C.F.R. § 361.36, are provided priority vocational services; and who have a severe physical or mental impairment which seriously limits three or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, work skills in terms of an employment outcome); and whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time; and who also satisfy the qualification for Category II as described in C.3.44.
- C.3.42 Provider (Community Rehabilitation Program):** A consultant, Provider, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Human Care Agreement (HCA) with the District.
- C.3.43 Referrals:** the act of sending someone or something for consultation, review, or further action. See also *Authorization*
- C.3.44 Supported Employment:** Supported employment is defined as competitive work, compensated at least at minimum or prevailing wage, in integrated work settings, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the Consumers with the most significant disability(ies) for whom competitive employment which have not traditionally occurred or have been interrupted or intermittent as a result of a significant disabilities, and who, because of their nature and severity of their disability(ies), need intensive supported employment training services and extended support services to properly perform all required duties.
- C.3.45 Task Order:** An order for services placed against an established Human Care Agreement by issuing a purchase order.
- C.3.46 Ticket to Work and Self-Sufficiency Program:** Social Security's Ticket to Work Program is a free and voluntary program available to people ages 18 through 64 who are blind or have a disability and who receive Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) benefits. (As cited in SEC. 1148. [42 U.S.C. 1320b-19] (a)).
- C.3.47 Trial Work Experience/Situational Assessment:** A short term assignment at a specific work site to determine the Consumer's skills, abilities and interest in employment.
- C.3.48 Vocational Goal:** A specific job related time-oriented statement that is set forth at the beginning of, and may be modified during, the Consumer's rehabilitation program.
- C.3.49 Vocational Rehabilitation Counselor (VRC):** Counsel individuals to maximize the independence and employability of persons coping with personal, social, and vocational difficulties that result from birth defects, illness, disease, accidents, or the stress of daily life. Assess Consumer needs and design and implement rehabilitation programs that may include

personal and vocational counseling, training, and job placement (As cited in O*NET Online, 21-1015.00- Rehabilitation Counselors).

C.3.50 Work Adjustment Training: Training designed to assist a Consumer to secure and maintain employment through adjustment to the functional limitation of his/her impairment. It includes resume writing, techniques for interviewing, appropriate behavior for interacting with co-workers and supervisors, negotiating leave, as well as work related issues or concerns that arise in the work setting; and Work Adjustment Training is for Consumers with Significant and Serious Mental Illness and/or physical functional limitation(s); Vocational Work Adjustment Training with Special Emphasis on Transitional Employment model for Consumers with Significant and Serious Mental Illness/physical functional limitation(s). These Consumers may have been institutionalized, (e.g. St. Elizabeth's Hospital) or may be receiving outpatient treatment at a community mental health center. They will have significant and serious mental illness and may have more than one physical disability and/or a mental disability. Vocational and Work Adjustment Training Programs are for Consumers with cognitive disabilities who are eligible Consumers with disabilities. (As cited in Policy Directive RSA-PD-13-04, ¶ C.2.1, Date: July 9, 2013).

C.4 BACKGROUND

C.4.1 District of Columbia Department on Disabilities Services/Rehabilitation Services Administration (DC DDS/RSA) employs Vocational Rehabilitation Counselors (VRC) and contracts Providers/Contracts through the Human Care Agreements (HCA) to assist DCRSA Consumers with disabilities in achieving employment and career goals. This agreement serves to meet a reoccurring need in that DCRSA mandated by all federal and District regulations cited in C.2.1. to assist Consumers with disabilities to obtain and secure employment that is consistent with the applicant's strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

C.4.2 DCRSA focuses on employment, ensuring that Consumers with disabilities achieve a greater quality of life by obtaining and sustaining employment, economic self-sufficiency, and independence. DCRSA and the Provider have achieved this through the scope of services identified in section C.1.

C.5 REQUIREMENTS

C.5.1 Service Requirements

C.5.2 Consumer Referral Process

C.5.2.1 A DCRSAVRC will submit to the Provider the Consumer referral package, which shall include but is not limited to the following:

C.5.2.2 HCA referral form signed by the supervisor;

C.5.2.3 Copy of the IPE;

8/14/2014

- C.5.2.4** Copy of the Comprehensive Assessment with the Supported Employment Screening Checklist; (Screening checklist is provided for Supported Employment Only)
- C.5.2.5** Authorization for Intake/ Assessment;
- C.5.2.6** Authorization to Release of Confidential Information signed by the Consumer;
- C.5.2.7** Assessment/ test results copy from the eligibility determination documents (does not apply to Trial Work Experience and Extended Evaluation;
- C.5.2.8** Resume copy (when available);
- C.5.2.9** Recent medical/ psychological report (when available);
- C.5.2.10** Education records (when available);
- C.5.2.11** Police report (if available);
- C.5.2.12** The Provider shall review and utilize the information as appropriate in referral package. For Evidence Based Supported Employment Provider are required to provide all documentation needed to determine eligibility prior to services being provided through DC DDS/RSA.
- C.5.2.13** Once the VRC initiates the referral to the Provider, the Provider shall respond to the VRC within two (2) business days acknowledging receipt of referral package.
- C.5.2.14** The Provider shall not be obligated to accept a referral. If the Provider determines not to accept the referral prior to initiating contact with the Consumer, the Provider shall return the referral package in its entirety to DCRSA within one (1) business day. The Provider shall explain any reasons why the referral was not accepted by the Provider. No payment shall be invoiced or paid.
- C.5.2.15** If the Provider decides to accept the referral, The Provider shall schedule the appointment with the Consumer within three (3) business days, after the acknowledgement of receipt of referral. The Provider shall notify the VRC of the scheduled appointment via electronic email.
- C.5.2.16** The Provider shall return all referrals to DCRSA that are not processed within thirty (30) calendar days.
- C.5.2.17** When a Provider or a Consumer cancels or misses a scheduled appointment, the Provider shall notify the Consumer's VRC within one (1) business day of the missed appointment. DCRSA will not pay for any missed appointments.
- C.5.2.18** The Provider shall gain knowledge of each Consumer referred by utilizing available social history, available psychological evaluation reports, available medical history, available family information and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.
- C.5.2.19** DCRSA Consumers are required to sign in for office or any contact visit with a Provider. The Provider shall send the signed document to the VRC via electronic scanner/email, upon completion of services.

- C.5.2.20** The Provider shall complete report(s) and forward it to DCRSA within the time denoted in the DCRSA rate schedule as described in F.3. The documentation described in C.5.2.19 shall be attached and submitted to the VRC for verification and acceptance of services provided.
- C.5.2.21** The Provider shall administer programs in ways that promote the continued availability of existing supported employment services, which operate at a reasonable and necessary cost.
- C.5.2.22** The Provider shall actively involve Consumers and their families in assessment, planning, and decision-making throughout the service delivery process. Families will be included in providing reinforcement of the Consumer's role and in being consulted regarding their observations of the suitability of services with the Consumer's consent and where appropriate. The Provider shall have a designated place in the Provider's office where DCRSA Consumers will meet with the provider's employment specialist to discuss medical, criminal records or other pertinent information that DCRSA Consumers may consider private. The Provider who is scheduling to meet with a DCRSA Consumer shall first offer him/her if she/he prefers to meet in a public or the Provider's private office space.
- C.5.2.23** The Provider shall consider both the Consumer's and employer's satisfaction with the nature and frequency of the provider's services and with the job placement itself.
- C.5.2.24** The Provider shall pursue the employment goals detailed in the DCRSAIPE by using supported employment resources to the best advantage of the Consumer, through a person-centered decision making process.
- C.5.2.25** The Provider shall report in a timely fashion as required to DCRSA on programmatic and fiscal details.
- C.5.2.26** The Provider shall report in a timely fashion as required to DCRSA on programmatic and fiscal details.
- C.5.2.27** The Provider shall deliver employment services in accordance with federal/state standards and any additional contractual obligations.
- C.5.2.28** The Provider has the primary responsibility to ensure the quality and expertise of direct service staff assigned to deliver such services. Providers are encouraged to send staff to formal job development (by ACRE) or supported employment training (such as those administered by the APSE) and/or design an appropriate structured in-house curriculum.
- C.5.2.29** The Provider shall review the referral and accompanying documentation and ensure that the referral is appropriate and complete upon receipt of a referral from DCRSA to the job placement or supported employment program.
- C.5.2.30** The Provider shall determine whether there is capacity remaining in their contract to serve that Consumer.
- C.5.2.31** The Provider shall contact the DCRSAVRC for any questions regarding the referral.

C.5.3 DISCHARGE PROCEDURES

C.5.3.1 The Provider shall not discharge any Consumers. The Consumers shall remain in the program until termination is agreed upon by DC DDS/RSA. The exception being in cases in which the Consumer poses “risk of immanent harm/danger to self and others.” Decisions to terminate participation shall be made through case conferencing and individual progress reviews. The difference of opinion regarding participation shall be resolved by the DCRSAVRC.

C.5.4 Assessment- Trial Work Experience and Extended Evaluation

C.5.4.1 The Provider shall conduct an exploration of the Consumer's abilities, capabilities, and capacity to perform in realistic work situations to determine whether or not there is clear and convincing evidence to support the DCRSAVRC in determining and identifying services and support, but not limited to supported employment, job training and rehabilitation technology (assistive technology), which a Consumer will need to achieve competitive employment outcome. The Provider shall submit a monthly assessment report as described in F.3.

C.5.4.2 Trial work experiences shall be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the Consumer.

C.5.4.3 Trial work experiences include supported employment, on-the-job training, and other experiences using integrated realistic work settings.

C.5.4.4 Trial work experiences (TWE) must be of sufficient variety and over a sufficient period of time for the Provider to determine that as follows:

C.5.4.4.1 There is sufficient evidence to conclude that the Consumer can benefit from the provision of vocational rehabilitation services in terms of an employment outcome; or

C.5.4.4.2 There is clear and convincing evidence that the Consumer is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome due to the severity of the Consumer's disability.

C.5.4.5 The Provider shall request appropriate supports, including assistive technology devices and services and personal assistance services, to accommodate the rehabilitation needs of the Consumer during the trial work experiences.

C.5.4.6 Under limited circumstances if a Consumer cannot take advantage of TWE or if options for TWE have been exhausted before the Provider shall be able to make the determine eligibility. The Provider shall conduct an extended evaluation make determination. During the extended evaluation period, vocational rehabilitation services must be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the Consumer. During the extended evaluation period, the Provider must develop an IWP for providing services necessary to make a determination.

C.5.4.7 The Provider shall develop and implement a situational assessment/TWE that allows a Consumer with a disability (ies) to be placed into one or more work situations and enables a job coach (on-the-job-support) to observe record and interpret the Consumer’s performance on a variety of work tasks in a real work setting. These assessments may vary in duration, based on the terms and conditions set forth in the authorization/ referral package.

C.5.4.8 The Provider shall report the following types of information about each Consumer:

- C.5.4.8.1** The feasibility of the vocational goal;
- C.5.4.8.2** The nature and intensity of support service required by the Consumer;
- C.5.4.8.3** The Consumer's job duty restrictions;
- C.5.4.8.4** Whether job modifications are needed by the Consumer;
- C.5.4.8.5** The Consumer requires post-employment training;
- C.5.4.8.6** If a least restrictive work environment is required by the Consumer;
- C.5.4.8.7** The anticipated level of intervention and the best job match for the Consumer;
- C.5.4.8.8** The Consumer has skills necessary to complete specific job needs;
- C.5.4.8.9** The Consumer in the appropriate behavior on a job site;
- C.5.4.8.10** The Consumer's capacity to work in an integrated competitive work setting.
- C.5.4.9** The Provider shall generate and provide a comprehensive report, including the result of assessment as described in C.5.4.1 and determination of Consumer's capacity that may or may not benefit from DCRSA vocational services or a possible recommendation of referral or service needed for the Consumer's employment outcome, within fifteen (15) business days after the completion of the TWE assessment.
- C.5.5** **Benefits Planning:**
 - C.5.5.1** The Provider shall meet with the Consumer to review documentation provided by:
 - C.5.5.1.1** SSA (i.e., Benefits Planning Query, Notifications of Changes in Benefits, Etc.)
 - C.5.5.1.2** DCRSA(i.e. Referrals for External Benefits Counseling, signed Release of Information forms authorizing the DC Benefits Specialist to secure accurate and updated information from relevant sources.)
 - C.5.5.1.3** The Consumer and any other pertinent source (Housing, Medicaid, Food Stamp Program, SNAP, TANF, Spouse, or any other person or agency providing resources and supports that could impact Consumer benefits).
 - C.5.5.2** After providing a benefits consultation to the Consumer, the Provider shall prepare and submit a Benefits Summary and Analysis (BSA) to the DCRSA Benefits Specialist and the VRC. The report shall detail activities related to the employment of the Consumer and how it relates to both SSA and other public benefits as mentioned in C.5.5.1; and shall identify the supports that the external Benefits Specialist can provide as part of the employment supports through DC DDS/RSA. The Provider whose Benefits Counseling BSA reports are inadequate, incomplete or contain repeated inaccurate calculations may result in contract termination.

8/14/2014

- C.5.5.3** If needed, the Provider shall also submit a monthly Benefits Employment Management Report (BEMR) The BEMR shall consist of:
- C.5.5.3.1** Monthly wage reporting;
 - C.5.5.3.2** Monitoring of Trail Work Experience, Extended Period of Eligibility, Extended Medicare, and any Work Incentives;
 - C.5.5.3.3** Any written or verbal communication and interactions between the Consumer and/or Provider, and SSA or any other relevant agencies such as overpayments, request for filing additional forms, as well as notification and results of medical reviews;
 - C.5.5.3.4** At minimal, the BEMR shall provide learning tools and steps for the Consumer to remain in good standing with SSA and monthly reporting of earnings and progress if possible.
- C.5.5.4** The Provider shall request additional authorization prior to the implementation of Work Incentives as needed for ongoing employment supports. The list of approved Work Incentives shall include the following:
- C.5.5.4.1** Student Earned Income Exclusion Submission and Approval;
 - C.5.5.4.2** 1619b – Submission and Approval;
 - C.5.5.4.3** Blind Work Expense – Submission and Approval (Monthly monitoring will be covered on the BEMR);
 - C.5.5.4.4** Impairment Related Work Expense – Submission and Approval (Monthly monitoring will be covered on the BEMR);
 - C.5.5.4.5** Impairment Related Work Expense – Submission and Approval (Monthly monitoring will be covered on the BEMR);
 - C.5.5.4.6** Property Essential for Self Support – Submission and Approval;
 - C.5.5.4.7** Special Conditions and Subsidies – Submission and Approval;
 - C.5.5.4.8** Expedited Reinstatement – Submission and Approval;
- C.5.6** **Work Adjustment Training**
- C.5.6.1** The Provider shall develop and implement a comprehensive vocational service delivery system geared toward attainment of an employment outcome by providing the following:
 - C.5.6.2** In-house training program that the Provider shall be accredited to certify individually;

- C.5.6.3** Identify and develop job sites using the Transitional Employment Model. Jobs shall be integrated worksites in the Washington, D.C. Metropolitan area. Consumers must receive at least minimum wage but also must receive wage commensurate with that of a worker without disability;
- C.5.6.4** Job Readiness Training is for Consumers with Significant and Serious Mental Illness and/or physical functional limitation(s); Job Readiness Training with Special Emphasis on Transitional Employment model for Consumers with Significant and Serious Mental Illness/physical functional limitation(s). These Consumers may have been institutionalized, (e.g. St. Elizabeth's Hospital) or may be receiving outpatient treatment at a community mental health center. These Consumers will have significant and serious mental illness and may have more than one physical disability and/or a mental disability. Job Readiness Training and a Job Placement Program are designated for Consumers with cognitive disabilities that are present in the District of Columbia. Provider shall have enough space to conduct Job Readiness Training prior to assigning Consumers to work site.
- C.5.6.5** Matching referred Consumers to appropriate placements;
- C.5.6.6** Training Consumers in the use of public transportation, where appropriate, or coordinating other transportation arrangements to meet the needs of the Consumer and the employer;
- C.5.6.7** Training Consumers in skills necessary to complete the specific job needs;
- C.5.6.8** Training Consumers in the appropriate behaviors for the job site;
- C.5.6.9** Training the employer and other employees at the job site to provide the necessary support for the Consumer to function in an effective manner on the job;
- C.5.6.10** Follow-along services to include, at a per month minimum, three (3) face-to-face contacts with the Consumer and one (1) contact with the employer. Follow-along shall continue for at least six (6) months after final placement;
- C.5.6.11** Job site training that includes direct instruction on job tasks and related behavioral skills such as transportation use, communication, on- task behavior and appropriate use of time; and;
- C.5.6.12** Job placement services which shall consist of assisting the Consumers in obtaining appropriate employment consistent with the IPE by locating job openings; assessing job requirements; matching such requirements to Consumer(s) in obtaining the job and providing job coach and follow-along services to both Consumer(s) and employer(s).
- C.5.6.13** The goal of Job Readiness Training is to teach work skills, that includes, but not limited to, transportation training, attire, time and attendance, assistive technology, social and interpersonal skills in a work setting, self-advocacy, acceptance of disability and ability to profit from supervision, or any other area determined by the assessment phase of the program; and skill training for a particular specialization or field;
- C.5.6.14** The training period shall be for twelve (12) months or less and may be continued only upon agreement of the Consumer and the VRC in the IPE;
- C.5.6.15** The Provider shall have a training program available for the Consumer who is in need of expanding their expertise, aptitude and experience for their successful employment outcome.

C.5.6.16 The provider shall provide job seeking skills training for the Consumer to acquire work readiness skills. The training may include, but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre-employment examinations;

C.5.6.17 The Consumer shall be referred to Job Development upon completion of Job Readiness Training and The Providers shall receive a job coaching authorization under the Supported Employment Service for all DCRSA Consumers that secured employment during work Adjustment training.

C.5.7 **Job Placement:**

C.5.7.1 **Intake and Assessment:**

C.5.7.2 The Provider shall assess Person-Centered Employment information, including the Consumer's interest in doing the job; transportation to and from work; family support; vocational interest, abilities and financial issues. The Provider shall complete IWP for employment that is consistent with DCRSA Consumer's vocational goal in his/her IPE. The Provider shall have a comprehensive evaluation, which shall include vocational assessment and vocational history. The Provider shall forward an intake and assessment report, which will clearly indicate if the Consumer is accepted for Services and detail plans for gainful employment. The report shall be available within ten (10) business days. No payment will be rendered without a comprehensive report approved by the referring VRC as described in F.3.

C.5.7.3 The Provider shall complete an analysis of transferable skills for direct employment or skills necessary for a DCRSA Consumer to achieve his/her vocational goal.

C.5.7.4 After the completion of the intake and assessment, if the Provider decides not to accept the referral for the service into their job placement program the Provider shall return the referral package and submit the invoice for the completion of the intake and assessment to DCRSA within five (5) business days. The Provider shall explain detailed reasons why the referral was not accepted into the Provider's program. If the Provider decides to accept the Consumer, the Provider is confirming with the Vocational Rehabilitation VRC in writing that the Consumer is employment ready and has been accepted into their job placement program in accordance with IPE.

C.5.7.5 **Job Development:**

C.5.7.6 The Provider shall prepare workshops or other activities designed to assist Consumers to secure and maintain employment. It includes resume writing, techniques for interviewing, appropriate behavior for interacting with co-workers and supervisors, benefits package, proper work attire, as well as work related issues or concerns that arise in the work setting.

C.5.7.7 The Provider shall implement comprehensive job placement services and place the Consumer in a position as listed on the Consumer's IPE. The Provider shall assist the Consumer to schedule job interviews; provide job leads and follow-up services with Employers that will lead to hiring actions and successful placement. Assist Consumer on job interviews; meet with Consumer face

8/14/2014

to face at least three (3) times a week. Evidence of the weekly meetings shall be provided in monthly progress report. If the

- C.5.7.8** The Provider shall place the Consumers in secure gainful employment within three (3) months. If the Provider has been unable to place the Consumer in gainful employment within three (3) months; the Provider shall inform the VRC and the Contract Administrator (CA) in writing to address lack of placement within the three (3) month(s) period. The CA will schedule a meeting to be held within ten (10) business days at DDS headquarters of the Provider informing the VRC and CA of employment deficiency.
- C.5.7.9** The Provider shall provide job development and it shall be a careful matching of requirements with Consumers' abilities and interests and IPE goal. This shall involve a systematic study of work environment and job task analysis, the knowledge of Consumer abilities and Consumer performance on job sites.
- C.5.7.10** The Provider shall assist the Consumers with job exploration and placement; including assisting Consumers with opportunities for advancement;
- C.5.7.10.1** Visit employment sites and attend employment networking events.
- C.5.7.10.2** The Provider shall make telephone calls and/or shall send emails to prospective employers, utilizing the Internet, magazines, newspapers, and other publications as leads.
- C.5.7.10.3** The Provider shall collect local job market data regarding various types of employment opportunities, for purposes of preparing a standardized set of requirements for prospective employers; and
- C.5.7.10.4** The Provider shall negotiate employment terms with or on behalf of the Consumers.
- C.5.7.11** The Provider shall receive a one-time payment for Job Development services and report and continue to assist Consumer with job search until successful Job Placement. The Provider shall continue to submit a monthly Job Development progress report.
- C.5.7.12** Any Provider that is found purposefully submitting inaccurate reports shall be required to reimburse DDS for the service and may result in the termination of contract. The Provider shall submit monthly job development (progress) reports electronically to VRC who referred the Consumer or is currently assigned to the Consumer. Each of job development reports should include details of Consumers' job interviews, internet job search, face to face interviews and other efforts to ensure that secures gainful employment.
- C.5.7.13** **Job Placement/Job Retention**
- C.5.7.14** Once a Consumer is successfully placed, The Provider shall submit a placement report that includes job placement information (Occupation/Job Title, Start Date, Employer Name, Address, Supervisor Name and Contact information, Hourly Wage and Tour of Duty, Job Description and Benefits) job task analysis, reasonable accommodations provided by the Consumer's employer based on the job task analysis' outcome, job coaching plan(if determined necessary by VRC and Employer) and job needs assessment (transportation, uniform, etc.).

8/14/2014

- C.5.7.15** The Provider shall submit a progress report every thirty (30) days denoting the Consumers progress on the job until Successful Closure is reached.
- C.5.7.16** Prior to successfully closing the Consumer's case, the Provider shall contact the VRC to confirm that the Consumer has maintained employment for ninety (90) days. The Provider can close the Consumer from services, which must be approved by VRC and provides successful closure documentation with a copy of the Consumer's pay stub or related proof employment document.
- C.5.7.17** The Provider's IWP shall be consistent with a DCRSA Consumer's initial IPE goal and any modification must be completed through the IPE amendment from the DCRSA Counselor. The IPE is based on individual assessment and demonstrate an understanding of each Consumer's employment interests, vocational skills and abilities which encompasses a range of areas required for the Consumer to achieve a successful employment outcome.
- C.5.7.18** The Provider shall conduct assessments utilizing customer medical records; social histories; IEP's, when appropriate; individual habilitation or treatment plans developed by DDS; IPE developed by DCRSA with evaluation data; and employment histories.
- C.5.7.19** The Provider shall implement the IPE, and shall include, at a minimum: specific employment goals and objectives; measurable activities and strategies for meeting objectives; time lines for completion of employment goals and objectives; and signatures of individual and staff member(s). The Provider shall provide Job Development/Job Placement and it shall be a careful matching of requirements with Consumers' abilities and interests. This shall involve a systematic study of work environments and job task analyses, the knowledge of individual abilities and individual performance on job sites.
- C.5.7.20** The Provider shall locate and identify potential jobs and employers, arrange and secure jobs which are appropriate for Consumers within the target populations.
- C.5.7.21** The Provider shall survey the Washington, D.C. metropolitan area for potential jobs. Job development shall include:
- C.5.7.21.1** Establishing a network of employer contacts;
- C.5.7.21.2** Disseminating to the business community information on the program and hiring of Consumers with disabilities;
- C.5.7.21.3** Developing an on-going awareness of the job market in the Washington, D.C. metropolitan area;
- C.5.7.21.4** Identifying and securing supported employment positions; and
- C.5.7.21.5** Developing detailed job analyses of the work environment and jobs offered by participating employers.
- C.5.7.22** The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model. Job sites are selected that are amenable to providing natural supports to Consumers.
- C.5.7.23** The Job Coaching service must be dismissed based on the VRC's and Consumer's request. DCRSA will not render full payment after the end of the job coaching service.

C.5.7.24 Job Coaching:

- C.5.7.25** The Provider shall provide job coaching services to Consumers in need of one-on-one job coaching agreed upon by the VRC, Consumer, and Employer. This job coaching shall include the knowledge of job description, skills, abilities, physical demands and other characteristics required to perform those tasks. Providing a job coaching service is outlined in the job coaching plan and the IPE on the basis of the assessment outcome and/or the Consumer's and Employer's request. The Provider shall receive a copy of authorization for job coach before providing services.
- C.5.7.26** The Provider shall assist the Consumer in on-the-job training in work and work-related skills required to perform on the job.
- C.5.7.27** The Provider shall ensure that the work site support is intervention-oriented and designed to enhance work performance, modify inappropriate behaviors, re-training as jobs change, and provide ongoing counseling and assistance to ensure job retention.
- C.5.7.28** The Provider shall supervise and monitor the Consumer in the workplace except if DCRSA Consumer waives Job coach.
- C.5.7.29** The Provider shall assist the Consumer to obtain and maintain employment such as through the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs.
- C.5.7.30** The Provider shall consult with the Consumer's employer, co-workers or supervisors, as necessary, to address issues that threaten job stability; and
- C.5.7.31** The Provider shall ensure that the Consumer obtains job stability after employment has been obtained.
- C.5.7.32** The Provider shall make a minimum of eight (8) job site contacts per month for the purpose of monitoring the Consumer's stability on the job during the first ninety days of employment.
- C.5.7.33** The Provider shall submit monthly job coaching reports until the Consumer is determined to be stabilized and all the job coaching reports are to be electronically forwarded to VRC who is assigned to the Consumer. The Provider shall submit DCRSA Consumer's job coach invoice in three (3) monthly installments.
- C.5.7.34** The Provider shall facilitate integration and establishment of natural supports at the job site.
- C.5.7.35** The VRC will notify the Provider, the Consumer and the other stakeholder agencies (government or non-government) upon case closure in status 26, to enable these agencies to continue services through their long term support.
- C.5.7.36** All services provided to Consumers must reflect person-centered planning and thinking with recognition that the individual drives the process.
- C.5.7.37** The Provider shall provide services predicated on an assessment of the Consumer's specific medical, psychiatric, psychological, educational, functional limitations, and vocational information. Assessment data will be submitted with the referral package to the Provider.

C.5.7.38 The Provider shall assist Consumers in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.

C.5.8 Supported Employment Job Related Services:

C.5.8.1 Supported Employment – Intake and Assessment

C.5.8.2 The Provider shall conduct intake and assessment to determine individual's skills in relation to specific job duties and work behaviors are assessed in conjunction with the Consumer's ability to function on the job. The assessment shall take into account the Consumer's employment factors, i.e., strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice and shall consider the following:

C.5.8.2.1 Feasibility of the employment goal through supported employment;

C.5.8.2.2 Ability to relate to the expectations of a work environment;

C.5.8.2.3 Ability to learn specific job duties;

C.5.8.2.4 Relationship with co-workers;

C.5.8.2.5 Response to supervision;

C.5.8.2.6 Suitability of the vocational goal;

C.5.8.2.7 Identification of ongoing support services (type, intensity, frequency) needed for the Consumer to maintain employment, including assistive technology;

C.5.8.2.8 Potential to benefit from job coaching ongoing support services;

C.5.8.2.9 Job and task analysis including possible accommodations.

C.5.8.3 The findings of the Intake and Assessment shall be documented utilizing the Intake Summary and Assessment Report (ISAR) which shall be submitted to the VRC within ten (10) business days of the first appointment with the Consumer and which shall be the basis for submitting invoice.

C.5.8.4 The Provider shall indicate in the Intake Summary and Assessment Report (ISAR) if the referral is accepted or declined and reasons shall be provided in the report if the decision is not to accept the referral.

C.5.8.5 The Provider shall develop and prepare a written Person-Centered Employment Plan (PCEP) if the referral is accepted and shall be submitted together with the Intake Summary and Assessment Report (ISAR).

C.5.8.6 The Person-Centered Employment Plan (PCEP) summarizes and synthesizes the relevant information obtained during Intake and Assessment, outlines the Consumer's goals, and

8/14/2014

describes what intensive services will be provided to accomplish the goals. Plan for fading support services are also integrated in the plan.

- C.5.8.7** The defined goals and services provided shall be consistent with the VR referral information and the service plan shall be consistent with the DCRSA documented goal. Any changes to that goal shall be discussed with and approved by the DCRSAVRC and the record shall document approval of the change in goal.
- C.5.8.8** The Person-Centered Employment Plan (PCEP) shall provide the framework for how the job coach or other staff will assist this Consumer in achieving his/her employment goals. The job placement shall be in an integrated setting. Individual placement in the community is preferred.
- C.5.8.9** A Letter of Commitment shall also be submitted to the VRC in addition to the Intake Summary and Assessment Report (ISAR) and Person-Centered Employment Plan (PCEP) if the Provider will provide extended services as well.
- C.5.8.10** **Supported Employment – Job Development/Placement:**
- C.5.8.11** The Provider shall conduct or implement job development activities based on a comprehensive, person-centered assessment of the individual's strengths, capabilities, needs, skills and experiences prior to initiating the job search.
- C.5.8.12** The Provider shall consider the Consumer's preferences and goals, transportation, desire to work including the number of hours and expected wages, physical skills, orientation and mobility, appearance, communication and social skills, work behavior skills, reinforcement needs, family supports, required natural supports, needed accommodations, financial considerations and other factors.
- C.5.8.13** The Provider shall initiate employer contacts within the geographic region, including businesses known to the person and their support network, previous employers, and networking committees to provide the Consumer a clearer focus of potential job options. Initial contacts, follow up and on-going relationship development with businesses relevant to the specific job candidates' goals within a reasonable time period are necessary activities.
- C.5.8.14** The Provider shall survey the Washington, D.C. metropolitan area for potential jobs. Job development shall include but not be limited to:
- C.5.8.14.1** Establishing a network of employer contacts;
- C.5.8.14.2** Disseminating to the business community information on the program and hiring of Consumers with disabilities;
- C.5.8.14.3** Developing an on-going awareness of the job market in the Washington, D.C. metropolitan area;
- C.5.8.14.4** Identifying and securing supported employment positions; and
- C.5.8.14.5** Developing detailed analyses of the work environment and jobs offered by participating employers.

8/14/2014

- C.5.8.15** The Provider shall make telephone calls and/or shall send emails to prospective employers, utilizing the Internet, magazines, newspapers, and other publications as leads. The Provider shall assist Consumers in completing and submitting application(s) online.
- C.5.8.16** The Provider shall collect local job market data regarding various types of employment opportunities, for purposes of preparing a standardized set of requirements for prospective employers; and
- C.5.8.17** The Provider shall negotiate employment terms with or on behalf of the Consumer.
- C.5.8.18** The Provider shall provide job seeking skills training for Consumers to enhance the development of work readiness skills. The plan shall include, but not be limited to, training in the areas of locating jobs openings, completing applications, interviewing techniques and taking pre-employment examination.
- C.5.8.19** The Provider shall conduct workshops or activities designed to instruct the Consumer on proper work attire, behaviors, and expectations.
- C.5.8.20** The Provider shall assist the Consumer with job exploration and placement, including assessing opportunities for advancement;
- C.5.8.21** The Provider shall submit the following reports by the tenth (10th) of the month during the job development and job search phase up until the individual is placed: Job Development Notes, Job Search Service Log (signed by both the job developer and Consumer) and Job Development Contacts.
- C.5.8.22** The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model. Job sites shall be selected that are amenable to providing natural supports to Consumers.
- C.5.8.23** The Provider shall provide job development/job placement and it shall be a careful matching of requirements with Consumers' abilities and interests. This shall involve a systematic study of work environment and job task analysis, the knowledge of the Consumers' abilities and performance on job sites.
- C.5.8.24** The Provider shall inform the VRC accordingly once the Consumer is successfully placed.
(C.5.8.26)
- C.5.8.25** The Provider shall complete arrangements to start a worker at a particular job, including:
- C.5.8.25.1** Arrangement of a job interview or job site visit;
- C.5.8.25.2** Negotiation with the employer regarding the terms of the placement and training program;
- C.5.8.25.3** Identification of key performance criteria and training standards;
- C.5.8.25.4** Arrangement of necessary travel, benefits, and accommodations to enable the trainee to report to work on the start date.

8/14/2014

C.5.8.26 The Provider shall document all relevant placement information in the Supported Employment Initial Placement Form which shall be submitted to the VRC within two business days or when placement information has been obtained and preferably before start date to allow VRC to determine suitability of placement and issue authorization for job coaching.

C.5.8.27 Supported Employment – Job Coaching:

C.5.8.28 The Provider shall provide service in a continuous process leading to obtaining and maintaining community placement. Multiple services are provided during job coaching that may include but not limited to:

C.5.8.28.1 Job orientation and assessment;

C.5.8.28.2 Transportation or travel training;

C.5.8.28.3 Job skill training at the work site;

C.5.8.28.4 Development and maintenance of production levels as expected by employer;

C.5.8.28.5 Advocacy with co-workers and/or employer to promote acceptance of the worker and his/her integration with the work force;

C.5.8.28.6 Advocacy with Consumer's residence, treatment services, and benefits programs to promote support in relation to the employment;

C.5.8.28.7 Provision of reasonable accommodations; and

C.5.8.28.8 Periodic reassessment and alteration of strategies, as appropriate.

C.5.8.29 The Provider shall ensure that the work site support is intervention-oriented and designed to enhance work performance, modify inappropriate behaviors, re-training as jobs change, ongoing counseling and assistance to ensure job retention.

C.5.8.30 The Provider shall supervise and monitor the Consumer in the workplace or off-site if requested by the individual.

C.5.8.31 The Provider shall assist the Consumer to maintain employment such as through the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs.

C.5.8.32 The Provider shall consult with the Consumer's employer, co-workers or supervisors, as necessary, to address issues that threaten job stability; and

C.5.8.33 The Provider shall ensure that the Consumer obtains job stability after employment has been obtained.

C.5.8.34 The Provider shall make a minimum of twelve (12) job site contacts per Consumer per month for the purpose of monitoring the Consumer's progress on the job until it is determined that the Consumer is stabilized on the job.

8/14/2014

- C.5.8.35** The Provider shall notify DCRSA on the Consumer's progress via monthly reports. The Job Coaching Progress Reports shall include, as appropriate:
- C.5.8.36** A summary of progress as it relates to the Person-Centered Employment Plan and/or notes about any significant changes to the plan.
- C.5.8.37** Information regarding the job, including average hours worked per week and hourly wage earned.
- C.5.8.38** A job analysis and task identification upon initial placement.
- C.5.8.39** A summary of the Consumer's performance and progress and continuing support needs.
- C.5.8.40** The basis for determining that the placement is satisfactory, including that the job placement is compatible with the approved IPE goal, is consistent with the Consumer's employment factors taking into account the Consumer's functional limitations, and that both the individual and the employer are satisfied with the placement and with the level of support provided.
- C.5.8.41** The report shall state what direct services were provided and the number of hours of service provision. The specific services shall be described in the context of the barriers or issues being addressed, and outcome when known.
- C.5.8.42** The narrative report shall also address the need for additional assistance from DCRSA(e.g., adaptive equipment, training, or services from sources other than the primary service provider).
- C.5.8.43** **Supported Employment – Job Stabilization:**
- C.5.8.44** The Provider shall provide job stabilization services once the Consumer has been determined stabilized on the job by DCRSA based on the progress noted during job coaching. A notification of job stabilization shall be provided to the Provider. Job stabilization services will consider and address the following factors:
- C.5.8.44.1** The Consumer's knowledge and performance of the essential tasks of the job;
- C.5.8.44.2** The Consumer's attendance and punctuality within acceptable standards;
- C.5.8.44.3** The Consumer's social adjustment in the work place; and
- C.5.8.44.4** The employer satisfaction with the employee's job performance as well as Consumer's satisfaction with the job and the ongoing support services;
- C.5.8.44.5** Any other factors as identified during periodic assessment and/or noted in the PCEP.
- C.5.8.45** The Provider shall continue to assist Consumers in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.
- C.5.8.46** The Provider shall facilitate integration and natural supports at the job site.
- C.5.8.47** The Provider shall implement the plan for fading as indicated in the PCEP.

- C.5.8.48** The Provider shall provide case documentation and submit the Job Stabilization and Retention Progress Report together with a Job Coaching Log to the VRC.
- C.5.8.49** The Provider shall negotiate with employer and develop a Plan to Achieve Competitive Employment for the Consumer who is receiving less than minimum wage and this shall be contained in the Job Stabilization and Retention Progress Report.
- C.5.8.50** The Provider shall develop, complete and submit a Plan for Extended Services Supports (PESS) to the VRC if there will be no funding source for an extended services provider. It will include at a minimum:
- C.5.8.50.1** A description of services to be provided by natural supports;
 - C.5.8.50.2** Identify who will provide the planned support services;
 - C.5.8.50.3** Contact information of responsible party if problems arise;
 - C.5.8.50.4** How to make direct contact to obtain help with those problems.
- C.5.8.51** Job Stabilization services shall be provided until the point of transition to extended services.
- C.5.9** **Evidence Based Supported Employment:**
- C.5.9.1** The Provider shall refer Consumers qualified by DBH to DCRSA for Evidence Based Supported Employment services. DBH shall fund Intake and Assessment prior to referral to DC DDS/RSA.
- C.5.9.2** All Evidence Based Supported employment Providers shall meet the requirement for DCRSA Supported Employment (see C.5.8.10 through C.5.8.51) and shall provide six (6) months follow along after the DCRSA status 26 case closure consistent with Evidence Based Services guidelines.
- C.5.10** **Provider Requirements:**
- C.5.10.1** The Provider shall maintain complete written job descriptions covering all positions within the Provider's program, which shall be included in the Provider's application. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff, the Provider shall obtain and document written work experience and personal references, which shall be available for review upon request by DDS or other investigative or enforcement agencies.
- C.5.10.2** The Provider shall maintain/provide a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each Human Care Agreement (HCA) activity/staff member.
- C.5.10.3** The Provider shall describe the frequency, duration and methods of supervisory oversight of staff.

- C.5.10.4** The Provider shall notify the contracting office and the contracting administrators in writing of any changes in staffing patterns, job descriptions, or personnel within ten (10) business days.
- C.5.10.5** The Provider shall obtain criminal background checks for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions, prior to their commencement of work under this HCA. In this instance, administrative functions specifically refer to those individuals that will interface with DDS and conduct business regarding the provider's organization in the name of the organization.
- C.5.10.6** Specialists, employees, and/or sub-contractors having potential to serve Consumers who are 17 years or younger referred under this contract, the Provider shall ensure each completes a background clearance check inclusive of the Federal Bureau of Investigation (FBI)(updated biennially), Child Protection Registry (updated annually); and Jurisdictional Police Department Check in which the applicant resided during the last five years prior to employment consideration; and if different, the District of Columbia Metropolitan Police Department and service jurisdiction.
- C.5.10.7** The Provider shall provide to the CA documentation that all direct and indirect staff, including consultants, be free of communicable diseases and meet the criminal background check requirements of the jurisdiction where the facility is located.
- C.5.10.8** The Provider shall maintain an individual personnel file for each staff person, which contains an application for employment, professional and personal references, applicable credentials/certification, records of local jurisdiction required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's action in response to the allegations and the date and reason if an employee is terminated from employment. All personnel materials shall be made available to the CA designated in the HCA Notice of Award Letter or task orders upon request.
- C.5.10.9** The Provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for certification and/or licensing and shall be adequately trained to perform required duties.
- C.5.10.10** The Provider shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this HCA.
- C.5.10.11** The Provider shall attend all orientation sessions provided by DCRSA for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this human care agreement.
- C.5.10.12** The Provider shall provide culturally competent services that ensure staff persons understand and are familiar with the Consumer's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall make every effort to employ staff representative of DCRSA referral population.
- C.5.10.13** The Provider shall provide linguistically competent services through staff persons or contractors who are fluent in language spoken by the Consumers being referred by DC DDS/RSA. These

8/14/2014

services can be provided through the use of other available resources (e.g. adaptive equipment, and others). These services include, but are not being limited to, the Provider's ability to communicate and serve Consumers identified as deaf, hard of hearing, deaf-blind, visually impaired, blind, Spanish speaking and other languages spoken.

C.5.10.14 The Provider's service environment shall offer wheelchair, public transportation, language, and other accessibility features for ease of use by Consumers with determined disabilities accepted for assigned services.

C.5.10.15 The Provider shall ensure its office and any building locations selected to deliver contractual services include multiple ingress/egress routes and comport with fire and building safety codes set forth by the Federal, state, and local jurisdictions where the service(s) are offered, and the District of Columbia, whichever is higher.

C.5.10.16 The Provider shall maintain and make available to DCRSA its documentation to demonstrate compliance with service location requirements, Certificate of Occupancy, Emergency Evacuation/Drilling, and other requirements.

C.5.10.17 The Provider shall refer any DCRSA Consumers who have tested positive for illicit substances or alcohol abuse to referring VRC for treatment and upon completion, Consumer shall resume VR services with that particular Provider.

C.5.11 Staff Requirements:

C.5.11.1 The Provider shall provide the following staff positions with qualifications as follows: The Provider shall provide sufficient staff qualified to perform the services required in this Section C.

C.5.11.2 Program Manager/Program Coordinator – A Master's degree in Rehabilitation (preferred) with two (2) years direct experience in Rehabilitation services or a Master's degree in social science with two (2) years direct experience in a related field or Bachelor's degree in a related field with four (4) years experience in related field.

C.5.11.3 Work Adjustment Trainer/Coordinator – Bachelor's Degree in vocational rehabilitation or related field. OR an Associate's degree or 60 college credits in a related field and two (2) year experience in service delivery to individuals with disabling conditions. Background includes a varied and successful work history in competitive employment settings and possesses knowledge of employer expectations of performance and workplace behaviors. Four (4) year experience in providing vocational services to persons who have disabling conditions or other significant barriers to employment and knowledge of the local job market may be substituted for education;

C.5.11.4 Vocational Trainer/Instructor – Bachelor's Degree in vocational rehabilitation or a related field. OR an Associate's degree or 60 college credits and two (2) year experience in service delivery to individuals with disabling conditions. Four (4) year experience in service delivery to individuals with disabling conditions may be substituted for education;

C.5.11.5 Employment or Placement Specialist – Bachelor's Degree in vocational rehabilitation or in a related field and/or a job placement specialist certificate. A varied and successful work history in competitive employment settings and possesses knowledge of employer expectations of performance and employee behaviors as well as knowledge of the local job market. Four (4) years of qualifying experience in providing direct services beyond routine personal care or

8/14/2014

supervision to individuals with disabilities in a rehabilitation program or facility, or providing vocational and educational services to individuals with disabilities may be substituted for education; and

C.5.11.6 Job Coach – Bachelor’s Degree in vocational rehabilitation or a related field or a job placement specialist certificate; or an Associate’s degree or 60 college credits and two (2) year experience in service delivery to individuals with disabling conditions can be accepted. Four (4) year experience in providing employment-related services to persons who have a disabling condition and knowledge of the local job market may be substituted for education. The job coach must have:

C.5.11.6.1 A varied and successful work history;

C.5.11.6.2 considerable knowledge of employer’s expectations;

C.5.11.6.3 the ability to work successfully with a variety of consumers and employers;

C.5.11.6.4 the ability to analyze a job and reduce it to manageable components;

C.5.11.6.5 (if providing services to deaf and hard of hearing Consumers) proficiency in expressive and receptive sign language communication with deaf and hard of hearing Consumers.

C.5.11.7 Vocational Trainer/Employer – Bachelor’s Degree in vocational rehabilitation or a related field or a job placement specialist certificate. OR an Associate’s degree or 60 college credits and two (2) year experience in service delivery to individuals with disabling conditions. Four (4) year experience in providing direct services beyond routine personal care or supervision to individuals with disabilities in a rehabilitation program or facility, or providing vocational and educational services to individuals with disabilities may be substituted for education;

C.5.11.8 Benefits Planner (Counselor) – Will check with Marquita for entry-level requirements beyond being certified as a Community Work Incentives Coordinator (CWIC).

C.5.11.9 Information related to staff qualification and/or credential shall be disclosed with discretion to Contract Administrators (CA) for review and approval. When the CA approves the documents, the CA will pass on the documents to VRC/staff for their review and knowledge. The Provider should not place personal information (i.e. home address, phone number and other identifying information) on the resume.

C.5.11.10 In addition to the requirements stated above, all Staff working directly with DCRSA consumers particularly in job development and placement shall evidence completion of a professional development course that will satisfy a Basic Employment Certificate or comparable as required by the Association of Community Rehabilitation Educators (ACRE). The following topic Areas should be covered by the course or training and obtained within a year:

C.5.11.10.1 Application of Core Values and Principles to Practice or Federal Policy and Historical Perspective required four (4) hours

C.5.11.10.2 Individualized Assessment and Employment/ Career Planning or Customer Profile and Employment Selection required six (6) hours

8/14/2014

C.5.11.10.3 Community Research and Job Development or Organizational Marketing and Job Development required five (5) hours

C.5.11.10.4 Workplace and Related Supports or Job-Site Training required ten (10) hours

C.5.11.10.5 Others (Specific Disabilities, Long Term Support, Funding, Benefits Counseling etc.) required ten (10) hours

C.5.11.10.6 The total hours of these services are forty (40) hours.

C.5.11.11 Training requirement for C.5.12.9 may be waived if staff possesses a National Certificate in Employment Services OR is a Certified Employment Support Professional.

SECTION D: HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

D.1 SERVICE PLAN

D.1.1 The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

D.1.2 The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the Contract Administrator (CA) within five (5) days of the organizational change.

D.2 RECORDS

D.2.1 The Provider shall maintain a record on the Consumers in the program. The records must be complete, accurate and properly organized. Individual records shall be confidential and maintained in a locked area. Access to the individual records shall be in accordance with Federal and District laws and established DCRS policies, all of which will be explained or provided to the Provider by the Contract Administrator (CA) upon award. Individual records shall include the following:

D.2.2 Individual identifying information and contact person;

D.2.3 Referral form,

D.2.4 Initial Evaluation / Individual Needs Assessment (e.g., Consumers' education, vocational history, family background and other pertinent information);

D.2.5 Follow-along progress notes,

D.2.6 Monthly evaluation, including exact hours of job coach or follow-along intervention;

D.2.7 Correspondence and other documents pertinent to the Consumers' case, including reports on discipline, actual or alleged victimization by any other person(s) and a description of action taken by the Provider;

D.2.8 A description of supportive services determined to be needed by the individual,

- D.2.9** Progress notes to include monthly reports that note progress, exact hours of intervention and any changes in the IPE;
- D.2.10** Case documentation for major interventions and case transactions;
- D.2.11** Strategies used for completing/maintaining implementation of the IPE, outlining problems resolved or anticipated; and
- D.2.12** Closure Summary.

D.3 REPORTS

- D.3.1** The Provider shall submit the following reports to the VRC and copy to CA as described in Section C.10, Deliverables:
- D.3.2** A complete intake and assessment report, IWP or Person-Centered Plan for Supported Employment and monthly Job Development and Placement Report;
- D.3.3** A monthly Progress Report or Job Coaching Progress report as needed on each Consumer that defines his or her progress to date;
- D.3.4** A quarterly Progress Report that is cumulative of the monthly Progress Reports;
- D.3.5** A final Progress Report on each Consumer; and
- D.3.6** Reports of all unusual incidents, including allegations of abuse or neglect, involving each Consumer that is provided services or treatment by the Provider.
- D.3.7** Supported Employment and Work Adjustment Provider shall provide commitment letters, which will guarantee funding for extended or follow-along service once a Consumer with most significant disability is placed in a competitive employment that has been stabilized and has transitioned from the support provided by DC DDS/RSA.

D.4 CONFIDENTIALITY

- D.4.1** All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner. The Provider shall not release any information relating to a Consumer of the services or otherwise as to the provision of these services or treatment to any other stakeholder(s) connected with the provision of services under this Agreement, except upon the written authorization of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena, court order/judicial and/or DC DDS/RSA/DSS administrative representative (i.e. Office of Attorney General). The Provider Employment Specialists and those working directly with minor shall not have criminal records and a copy of their back group checks are to be forwarded to DCRSA Contract Administrator and a copy placed in their personal file with that particular Provider.

D.5 HIPAA PRIVACY COMPLIANCE

D.5.1 Definitions:

D.5.2 ***Business Associate*** means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

D.5.3 ***Covered Entity*** means a health plan, a health care clearinghouse, or a health care Provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

E.2 MONITORING: EMPLOYMENT RATING

E.2.1 Base year will run from date of award through September 30 2015, with four one year option renewal periods. Provider will begin providing service no later than ten (10) business days following the award date. The Provider's employment rate is being observed and documented by CA, QA Monitor and DC DDS/RSA.

E.3 EMPLOYMENT RATING

Outstanding	85 -100% Employment outcome within 3 months of referrals or less	None except for other HCA issues
Very good	84-75% Employment outcome within 3 months of referrals or less	None except for other HCA issues
Good	55-83% Employment outcome within 3 months of referrals or less	DCRSAmay review Provider's referrals and determine further action including withholding referrals
Below Satisfactory	50-54% Employment outcome within 3 months of referrals or less	DCRSAs shall review Provider's referrals and determine further action such as withholding referrals

Performance rating Percentages Actions from DC DDS/RSA

E.4 QUALITY ASSURANCE/PERFORMANCE STANDARDS

- E.4.1** The Provider shall permit DCRSA Office of Quality Assurance and Compliance Monitor(s) (OQACM) to have full access (during District of Columbia business hours) to review its program records, facilities and other materials used during the delivery of services required by this agreement.
- E.4.2** The Provider shall grant admittance to the OQACM at its administrative and program service locations to facilitate completion of announced and unannounced monitoring activities that support collection of information and reporting of findings regarding:
- E.4.2.1** The Provider's achievement of standards outlined within the attached the Provider Program Performance & Compliance Review Instrument incorporated by attachment to this agreement.
- E.4.2.2** The Provider's overall program effectiveness and efficiency;
- E.4.2.3** Consumer satisfaction survey results of the Provider's service delivery;
- E.4.2.4** The Provider's program record documentation (e.g., Personnel, Consumer, Emergency Drills, Consumer Services, Facility Inspections, Accreditation, etc.);
- E.4.2.5** The Provider's adherence to applicable policies/procedures incorporated by reference to this agreement (see C.2.2 Applicable Documents);
- E.4.2.6** The Provider's status of completing items the OQACM cites as 'did not meet' or 'partially met' during a monitoring review; and
- E.4.2.7** The quality and accessibility of the Provider's program space and/or other resources.
- E.4.3** **Performance Rating:** The following performance ratings issued by the OQACM will have the following value(s):

Rating	Value
Exceeded	3
Met	2
Partially Met	1
Did Not Meet	0

- E.4.4** At the completion of the review, the Provider's points will be tallied to produce an "Overall Performance Rating" based on the following scale:

Overall Performance Rating	Total Score
Exceeded	2.75-3.00
Met	2.00-2.74
Partially Met	1.00-1.99
Did Not Meet	<1.00

8/14/2014

- E.4.5** The Provider shall submit a Provider Improvement Plan (PIP) to the assigned OQACM consistent with time frame(s), method(s), and instruction(s) outlined within electronic or other written notice of 'partially met' and/or 'did not meet' standards issued by a OQACM.
- E.4.6** The Provider shall have and sustain a quarterly program evaluation system (Quality Assurance System) designed to assess and report aggregate data on the effectiveness of its services to RSA Consumers. The system shall at a minimum incorporate collection and reporting of objective quantitative and qualitative program outcome data related to Consumers' achievement of IPE and IWP goals and its strategies for goal improvement. (*Note: The resulting quarterly Quality Assurance System report required by this section is not synonymous with Reports required by section C. of this agreement*).
- E.4.7** The Provider's method of program evaluation shall minimally include the following factors:
- E.4.7.1** Program Goals
- E.4.7.2** Service Objectives
- E.4.7.3** Outcomes
- E.4.7.4** Measures
- E.4.7.5** Consumer Satisfaction

E.5 **PERIOD OF PERFORMANCE**

- E.5.1** Base year will run from date of award through September 30, with four (4) one (1) year option renewal periods. Provider will begin providing service no later than ten (10) business days following the award date.
- E.5.2** The Provider that do not provide timely and appropriate evaluation in ten (10) business days may not be reassigned to provide evaluation without a written approval of CA.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 **TERM OF CONTRACT**

- F.1.1** The term of the contract shall be for a period of 12 months from date of award specified on the cover page of this contract.

F.2 **OPTION TO EXTEND THE TERM OF THE CONTRACT**

- F.2.1** The District may extend the term of this contract for a period of *base year* option periods, or successive fractions thereof, by written notice to the Provider before the expiration of the contract; provided that the District will give the Provider preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed *[insert number of days, weeks, months or years, e.g., five (5) years]*.

F.3 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date
0001	Complete Trial Work Experience report	1	Hard copies. A report shall be prepared on each Consumer: It shall include: <ul style="list-style-type: none"> • name of the Consumer • specific assessment • specific employment goals and objectives; • measurable activities and strategies for meeting objectives; • time lines for completion of employment goals and objectives; and • signatures of Consumer and staff member(s) 	Within fifteen (15) business days after the completion of assessment
0002	Complete intake and assessment report (Intake Summary and Assessment Report)	1	E-mail to the VRC, template provided	Within ten (10) business days after the receipt of the referral
0003	Individualized Work Plan (IWP)	3	Hard copies on each Consumer, the IWP shall include: <ul style="list-style-type: none"> • specific employment goals and objectives; • measurable activities and strategies for meeting objectives; • time lines for completion of employment goals and objectives; and 	Submit IWP to the VRC within five (5) business days after the individual referral

			<ul style="list-style-type: none"> • signatures of Consumer and staff member(s) 	
0004	Monthly Job Development Notes (With Job Search Service Log and Job Development Contacts) and Initial Placement Report	3	<p>Hard copies, template provided. A report shall be prepared on each Consumer: It shall include:</p> <ul style="list-style-type: none"> • Name of the Consumer • Name of specific job prospected • Name of Company • Location • Contact Person • Results of contact • Primary business of company • Date of contact • Start date • Hourly rate • Total job development hours (Telephone contacts shall be assumed to use only $\frac{1}{4}$ of an hour. If a contact is made with more than one (1) individual in mind, the cost shall be shared among those individuals). • Total cost 	Submit no later than the tenth (10 th) day of each month. The Report shall be submitted to the VRC who referred the case to the Provider and Placement Report to Contract Administrator (CA).
0005	Monthly Progress Report (Job Retention Progress Report)	3	<p>Hard copies on each Consumer, template provided, the report shall include:</p> <ul style="list-style-type: none"> • Period of Service • Consumer's Name • Specialist's name • Identify referral source • Consumer's SS# • Consumer's monthly progress report. (Full description of accomplishments) • Total hours of service received, (Training and follow-along). 	Submit no later than the tenth (10 th) day of each month. The Report shall be submitted to VRC who referred the case to the Provider
0006	Quarterly Progress Report (A cumulative	3	Hard copies on each Consumer, the report	Submit no later than the tenth

	total of the monthly progress reports).		shall include: <ul style="list-style-type: none"> • Period of Service (include dates service began) • Consumer's Name • Specialist's name • Identify referral source • Consumer's SS# • Total hours of service received, (Training and follow-along). • Total number of direct individual service hours provided • Total number of indirect individual service hours provided (identifying specific services provided) • Cumulative number of hours required by each Consumer in training and follow-along, direct and indirect. 	(10 th) day of each month. The Report shall be submitted to the CA and the VRC
0007	Final Progress Report (Job Retention Closure Report)	3	Hard copies on each individual, template provided, the report shall include: <ul style="list-style-type: none"> • Consumer's Name • Attendance Record • Goal, intermediate objectives, progress notes • Employer, address, job title, salary, name of supervisor, name of the job coach and hours of intervention. • Letter of Commitment for Supported Employments and work Adjustment Consumers shall be submitted 	Submit a final progress report for each individual five (5) business days before expiration of the contract to the VRC. DCRSA Counselors thirty (30) business days after the referral for services Consumers
0008	Unusual Incident Report	3	Telephone call to the CA immediately upon the Provider's knowledge of the incident, followed by: 3 hard copies on each individual incident, the	Telephone calls are to be placed to the CA immediately upon the Provider's

			report shall include: <ul style="list-style-type: none"> • Consumer's Name • Detailed account of the incident • Manor in which the incident is being resolved or has been resolved. 	knowledge of the incident Hardcopies provided to the CA within forty-eight (48) hours of the incident.
0009	Organizational Chart	1	Hard copy that : Displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision of each activity and staff member.	Submit to the CA within 5 working days of the organizational change.
0010	Returned referral packages	1	Electronic copy	Submit to the VRC and the CA within 1 day after the Provider makes a decision to not work with Consumer.
SUPPORTED EMPLOYMENT/EVIDENCE BASED SUPPORTED DELIVERABLES				
0011	Intake Summary and Assessment Report (ISAR)	Once	9-page report, template provided, to be submitted to VRC with invoice, NOT APPLICABLE FOR EBSE	Within 10 business days after Intake and Assessment Date
0012	Person-Centered Employment Plan (PCEP)	Once	5-page report, template provided, to be submitted to VRC with Intake and Assessment Report (ISAR) if case is accepted. NOT APPLICABLE FOR EBSE	-do-
0013	Letter of Commitment	Once	Letter accompanying the ISAR and PCEP if CRP will provide long-term support services	-do-
0014	Job Development Notes (JDN)	Monthly until Placement	3-page report, template provided, to be submitted to VRC	On the 10 th day of each month
0015	Job Search Service Log	Monthly	1-page attachment to JDN, template provided	-do-

0016	Job Development Contacts	Monthly	1-page attachment to JDN, template provided	-do-
0017	Supported Employment Initial Placement Form	Once, upon placement	2-page report, template provided, submitted to VRC with invoice	Upon placement and before work start date
0018	Job Coaching Progress Report – Day 30 (JCP-30)	Once	4-page report with job analysis, template provided, submitted to VRC	After 30 days from individual's work start date
0019	Job Coaching Progress Report – Day 60 (JCP-60)	Once	3-page report establishing baseline of skills attainment, template provided, submitted to VRC	After 60 days from individual's work start date
0020	Job Coaching Progress Report (JCP)	Monthly until Job Stabilization	3-page report, template provided, submitted to VRC	Day 90 and every 30 days onwards
0021	Job Coaching Service Log	Monthly	1-page attachment to JCP-30, JCP-60, JCP	Every 30 calendar days from work start date
0022	Job Stabilization and Retention Progress Report (JSRP)	Once or Monthly until Transition to Long Term Support Services	5-page report, template provided, to be submitted to VRC once individual is determined stabilized on the job	30 calendar days from Date of Notification of Transition to Extended Services by DCRSAVRC
0023	Plan of Extended Services and Support (PESS)	Once	1-page report attachment to JSRP when there is no paid long term services support and natural supports will take over, template provided, to be submitted to VRC	-do-

F.3.1 The Provider shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to section G.3.2.

F.4 **ASSIGNMENT LOG/TIME SHEET**

F.4.1 The contract administrator and the DCRSAVRC are to receive a copy of each evaluation and an invoice for the completed evaluation within ten (10) business days from the referral date.

F.5 FAILURE TO PROVIDE SERVICE

- F.5.1** The Provider shall not be obligated to accept a referral but must schedule the appointment with the Consumer within a reasonable time, usually within ten (10) business days, after the Provider accepts the referral. The appointment may be scheduled over the phone with the initial contact from the referring Vocational Rehabilitation VRC. If the Provider fails to provide the required evaluation as in the specified terms and conditions, the Provider shall not charge DC DDS/RSA.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Provider on or before the Thirtieth (30th) day after receiving a proper invoice from the Provider.

G.2 INVOICE SUBMITTAL

- G.2.1** The Provider shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. On or before the tenth (10th) of the preceding month, the Provider shall submit all Invoices to:

Department on Disability Services OCFO/ Accounts Payable
Office of the Controller/Agency CFO
64 New York Avenue NE
4th Floor
Washington, DC 20002

- G.2.2** To constitute a proper invoice, the Provider shall submit the following information on the invoice:
- G.2.2.1** The Provider's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Provider/Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Provider until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 **PAYMENT**

G.4.1 After the completion of reports within ten (10) business days, the Provider shall invoice DCRSA(See Section G.1). Proper invoice shall include the dates/times and title of evaluations that were provided. Invoices shall be sent to the CFO office and a copy to the Contract Administrator (CA). The Provider shall send a copy of an invoice and an evaluation report to the VRC.

G.5 **ASSIGNMENT OF CONTRACT PAYMENTS**

G.5.1 In accordance with 27 DCMR 3250, the Provider may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one (1) party.

G.5.3 Notwithstanding an assignment of contract payments, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

G.5.4 "Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 **THE QUICK PAYMENT CLAUSE**

G.6.1 **Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any thirty (30)-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 **Payments to Subcontractors**

G.6.2.1 The Provider must take one (1) of the following actions within seven (7) days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Provider must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Provider at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 **Subcontract requirements**

G.6.3.1 The Provider shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

- G.7.1** Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

*[Name of Contracting Officer
Office of Contracting and Procurement
Address:
Telephone:
E-mail address:]*

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Provider effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Provider's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Provider personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Provider's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Mr. Edmund Neboh
Mr. Siavosh Hedayati
Rehabilitation Services Administration

8/14/2014

1125 15th Street, NW
9th Floor
Washington, D.C. 20005
Telephone Numbers: (202)442-8633 and (202)559-5369
Fax Number: (202)442-8720
E-mails: Edmund.Nebah@dc.gov and Siavosh.Hedayati@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Provider;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Provider will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Provider shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the most current Wage Determination issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Provider shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the contract, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Provider shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Provider shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Provider shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;

- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Provider agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Provider's final request for payment from the District, the Provider shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Provider;
- (2) The Provider is located outside the Washington, D.C. Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington, D.C. Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Provider enters into a special workforce development training or placement arrangement with DOES; or

8/14/2014

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Provider's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Provider is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Provider is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 **WAY TO WORK AMENDMENT ACT OF 2006**

H.8.1 Except as described in H.8.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Provider shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice

8/14/2014

attached as J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

(9) Medicaid Provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.

8/14/2014

H.8.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.1.3 A prime Provider which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime Provider is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Provider responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime Provider who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.2.5 A description of the efforts the prime Provider will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

8/14/2014

- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Provider will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime Provider will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Provider with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime Provider will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Provider will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime Provider's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting.

If the Provider has an approved subcontracting plan required by law under this contract, the Provider shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Provider engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Provider intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

- H.9.4.1** A prime Provider shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1** If during the performance of this contract, the Provider fails to comply with its approved subcontracting plan, and the CO determines the Provider's failure to be a material breach of the

contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

- H.9.5.2** There shall be a rebuttable presumption that a Provider willfully breached its approved subcontracting plan if the Provider (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A Provider that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Provider was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

- H.10.1** The District will make the Provider aware of Federal and District laws and established DCRSA policies pertaining to maintaining individual records through discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.
- H.10.2** An orientation will be provided by the DCRSA Benefits Specialist to initiate basic information about Benefits to include, but not limited to, SSDI, SSI, Ticket to Work and Work Incentive Improvement program, Medicaid, Medicare, Food Stamps, Housing and the value of employment and interaction with benefit eligibility. The DCRSA benefits Specialist shall also obtain benefits information and verification from SSA, prior to sending the VRC a recommendation for the Consumer to receive external benefits counseling with one of our Provider.
- H.10.3** Be financially responsible for only those specific services listed on the IPE as services needed by the Consumer and required of the Provider, each of which must be authorized prior to the provision of services.
- H.10.4** The District will provide the Provider with Referral for Services Form –Authorization Form bearing the signature of DCRSA employee.
- H.10.5** The District will provide to the Provider for each Consumer referred available social history, available reports on psychological evaluations, available medical history, available family information, individual habilitation or treatment plans; IPE developed by DCRSA with evaluation data; and employment histories and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.
- H.10.6** Job seeking skills training to enhance the development of work readiness skills. The plan shall include, but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre-employment examinations.
- H.10.7** The VRC will notify the Provider, the individual and the other agencies (government or non-government) upon case closure in status 26, to enable these agencies to continue services through their long term support.

H.11 CONTRACTOR RESPONSIBILITIES

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Provider shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters,

8/14/2014

data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated
in Contract No. _____ with
(Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Provider may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Provider to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Provider shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Provider shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Provider shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PROVIDER/CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Provider shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

*[Name of Contracting Officer
Address
Phone Number/E-mail Address]*

- H. DISCLOSURE OF INFORMATION. The Provider agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Provider, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity

8/14/2014

Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

I.10.1 The contract awarded as a result of this RFP will contain the following clause:

I.10.2 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination <i>[insert current Determination No. and Date]</i>
J.3	Office of Human Rights Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"

8/14/2014

Attachment Number	Document
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award one or more contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing system before the closing time. **(PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 9 TO UPLOAD THE ATTACHMENTS).**

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically. The prospective offeror should submit questions no later than **ten** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than ten days before the date set for submission of proposals. The District will furnish responses via email. An amendment to the solicitation will be

issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

- L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an

8/14/2014

indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

*[TBD: Name of Contracting Officer
Address of Contracting Officer
Phone Number/E-mail Address]*

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the

executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

- L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:
- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
 - (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (c) Has a satisfactory performance record;
 - (d) Has a satisfactory record of integrity and business ethics;
 - (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
 - (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
 - (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
 - (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District . Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds

		some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 As a condition of the District's determination of eligibility to perform under this Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

M.3.2 The Contracting Officer's Representative (COR) is the representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement.

M.3.1 TECHNICAL CRITERIA (___ Points Maximum)

M.3.2 PRICE CRITERION (___ Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal
 ----- x weight = Evaluated price score
 Price of proposal being evaluated

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

8/14/2014

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 **Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 **Verification of Offeror's Certification as a Certified Business Enterprise**

M.5.4.1 Any Provider seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any Provider seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington, DC 20001

M.5.4.3 All Providers are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 **EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

8/14/2014

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

DRAFT